

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION – DAYTON**

In re:

**Darrell Hutchinson
Deborah L. Hutchinson**

Debtors

Case No. 11-36721

Chapter 13

Judge Lawrence S. Walter

**MOTION TO MODIFY LOAN OF
CREDITOR CARRINGTON MORTGAGE
SERVICES,LLC FOR U.S. BANK
NATIONAL ASSOCIATION, AS
TRUSTEE for STANWICH MORTGAGE
LOAN TRUST, SERIES 2011-4 ASSET-
BACKED PASS-THROUGH
CERTIFICATE AND FOR CREDITOR
TO AMEND CLAIM**

Now comes the undersigned on behalf of the Debtors, Darrell Hutchinson and Deborah L. Hutchinson ("Debtors") to move the Court for approval of a loan modification being entered into between the Debtors and the Creditor Carrington Mortgage Services, LLC on behalf of U.S. Bank National Association, As Trustee For Stanwich Mortgage Loan Trust, Series 2011-4 Asset Backed Pass-Through Certificates ("Creditor"). Debtors' Motion also seeks an amendment from Creditor that reflects the terms of the loan modification. Information pertinent to the loan modification is as follows:

1. The Debtors filed their case on December 22, 2011. The Debtors' case is an above median income case
2. The mortgage payment is to be paid by the Trustee under the Debtors' Plan
3. The loan modification does not pay off Debtors' plan
4. The current mortgage payment is \$968.74 with an interest rate of 9.95% and a pre-petition arrearage claim by Creditor of \$9,199.78. Any pre-petition arrearage plus any subsequent arrearage of the Creditor prior to the date of the loan modification of October 1, 2012 is either included in the revised loan modification principal amount or written off by Creditor.
5. The revised loan principal amount is \$92,338.98 with a revised interest rate of 8.625%. This rate of 8.625% is established for the next 5 years of the loan after which the interest rate reverts back to the original loan interest rate.
6. The new monthly principal and interest payment will be \$758.66 effective October 1, 2012. The loan will include an escrow payment of \$194.29 for a total monthly loan payment of \$962.95.
7. The maturity date of the modified loan is November 1, 2035.
8. The Creditors write-off of \$14,403.51 will be considered discharged upon completion of the Debtors' Chapter 13 bankruptcy case.

9. The escrow amounts may increase or decrease based upon revisions to property taxes and property hazard insurance with any changes implemented in accordance with applicable laws and terms of the mortgage agreement and bankruptcy law.

The Debtors further move for the Creditor to amend its claim to correspond to the principal amount, interest rate loan term, payment terms and elimination of the arrearage as provided for under the terms of the loan modification. If the Creditor fails to amend its claim within 60 days of the Court's Order approving the loan modification, the Debtors will object to Creditor's current claim and seek enforcement of the terms of the loan modification. Any such action by the Debtors shall include the right to payment by Creditor for attorney fees and costs incurred for enforce the terms of the loan modification.

Debtors' motion further request that the Court Order include a requirement that any funds held or being held in suspense or for any other purpose by the Creditor as of the date of this motion that have been paid either by the Debtors or the Trustee to Creditor prior to October 1, 2012 be applied and credited as additional principal payment to Debtors' modified loan principal.

Debtor's attorney will file a separate application for any fees and costs incurred to file this motion.

Respectfully submitted,

/s/ Charles J. Roedersheimer
Charles J. Roedersheimer #00020273
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CERTIFICATE OF SERVICE

All parties are hereby placed on notice that a Response and or Objection to the Motion to Modify Loan must be filed within twenty-one (21) days of the date set forth on the Certificate of Service or an order will be submitted to the Court granting the Motion to Approve Loan Modification. If a response objection to this Motion to Approve Loan Modification is timely filed then a hearing shall be held before the Court and the date and time of the hearing shall be noticed upon the Court and served upon the appropriate parties.

I hereby certify that on October 1, 2012, a copy of the foregoing was served on the following registered ECF participants, electronically through the court's ECF System at the email address registered with the court.

Jeffrey M. Kellner, Chapter 13 Trustee
U.S. Trustee
D. Anthony Sottile, Esquire

And on the following by ordinary U.S. Mail, postage prepaid, on October 1, 2012 addressed to:

Carrington Mortgage, Loan Servicing Department, c/o Atlantic and Pacific Document Services, LLC, APDS, 1610 St. Andrew Place Station B150-D, Santa Ana, California 92705.

Carrington Mortgage, agent for U.S. National Association as Trustee for Stanwich Mortgage Loan Trust Series 2011-4 Asset Backed Pass Through Securities, P.O. Box 54285, Irvine, California 92619-4285

Darrell and Deborah L. Hutchinson, 2019 Darrell Drive, Fairborn, Ohio 45324

/s/ Charles J. Roedersheimer
Charles J. Roedersheimer